

EXHIBIT A

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6
7 Attorneys for Plaintiff and Counterclaim
Defendant SHAKEY'S PIZZA ASIA
8 VENTURES, INC. and Third Party Defendants
CINCO CORPORATION, PC
INTERNATIONAL PTE LTD., and SPAVI
9 INTERNATIONAL USA, INC.

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12

13 SHAKEY'S PIZZA ASIA VENTURES,
INC, a Philippines corporation,

14 Plaintiff,

15 v.

16 PCJV USA, LLC, a Delaware limited
17 liability company; PCI TRADING,
LLC, a Delaware limited liability
18 company; GUY KOREN, an individual;
19 POTATO CORNER LA GROUP, LLC,
a California limited liability company;
20 NKM CAPITAL GROUP, LLC, a
California limited liability company;
21 J & K AMERICANA, LLC, a California
limited liability company; J&K
22 LAKEWOOD, LLC, a California
limited liability company; J&K
23 VALLEY FAIR, LLC, a California
limited liability company; J & K
24 ONTARIO, LLC, a California limited
liability company; HLK MILPITAS,
25 LLC, a California, limited liability
company; GK CERRITOS, LLC, a
26 California, limited liability company;
J&K PC TRUCKS, LLC, a California
27 limited liability company; and, GK
CAPITAL GROUP, LLC, a California
28 limited liability company and DOES 1

Case No. 2:24-CV-04546-SB(AGR_x)

The Hon. Stanley Blumenfeld, Jr.

**SPAVI'S AND PCJV USA
PARTIES' SECOND AMENDED
SEPARATE PROPOSED
VERDICT FORMS**

Complaint Filed: May 31, 2024
Trial Date: August 18, 2025

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SECOND AMENDED PROPOSED VERDICT FORMS

CASE NO. 2:24-CV-04546-SB(AGR_x)

through 100, inclusive,

Defendants.

PCJV USA, LLC, a Delaware limited liability company; PCI TRADING LLC, a Delaware limited liability company; POTATO CORNER LA GROUP LLC, a California limited liability company; GK CAPITAL GROUP, LLC, a California limited liability company; NKM CAPITAL GROUP LLC, a California limited liability company; and GUY KOREN, an individual,

Counter-Claimants,

v.

SHAKEY'S PIZZA ASIA VENTURES, INC, a Philippines corporation,

Counter Defendant.

PCJV USA, LLC, a Delaware limited liability company; PCI TRADING LLC, a Delaware limited liability company; POTATO CORNER LA GROUP LLC, a California limited liability company; GK CAPITAL GROUP, LLC, a California limited liability company; NKM CAPITAL GROUP LLC, a California limited liability company; and GUY KOREN, an individual,

Third Party Plaintiffs,

v.

PC INTERNATIONAL PTE LTD., a Singapore business entity; SPAVI INTERNATIONAL USA, INC., a California corporation; CINCO CORPORATION, a Philippines corporation; and DOES 1 through 10, inclusive,

Third Party Defendants.

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The Parties hereby submit their respective special verdict forms.

Dated: July 29, 2025

FOX ROTHSCHILD LLP

/s/ Michael D. Murphy

Michael D. Murphy
Attorneys for Plaintiff and Counterclaim
Defendant SHAKEY'S PIZZA ASIA
VENTURES, INC. and Third Party
Defendants CINCO CORPORATION,
PC INTERNATIONAL PTE LTD., and
SPAVI INTERNATIONAL USA, INC.

Dated: August 5, 2025

BLANK ROME LLP

/s/ Arash Beral

Arash Beral
Todd M. Malynn
Blank Rome LLP
Attorneys for Defendants,
Counterclaimants, and Third-Party
Plaintiffs.

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PCJV USA PARTIES' PROPOSED VERDICT FORM

When answering the following questions and filling out this Verdict Form, please follow the directions provided throughout the form. **Your answer to each question must be unanimous.** Some of the questions contain legal terms that are defined and explained in detail in the Jury Instructions. Please refer to the Jury Instructions if you are unsure about the meaning or usage of any legal term that appears in the questions below.

- (1) **"SPAVI" (or "Plaintiff")** refers to Shakey's Pizza Asia Ventures, Inc., and **"SPAVI Parties"** refers to and includes SPAVI alongside Cinco Corporation, SPAVI International USA, Inc. and PC International PTE LTD.
- (2) **"PCJV USA Parties" (or "Defendants")** refers to PCJV USA, LLC, PCI Trading LLC, Potato Corner LA Group, LLC, GK Capital Group, LLC, NKM Capital Group, LLC, Guy Koren, J & K Americana, LLC, J&K Lakewood, LLC, J&K Oakridge, LLC, J&K Valley Fair, LLC, J & K Ontario, LLC, J&K PC Trucks, LLC, HLK Milpitas, LLC, and GK Cerritos, LLC.

Please note that several parties in this lawsuit are both bringing claims and defending against claims. SPAVI, also referred to as "Plaintiff," is the original plaintiff in this action. The PCJV USA Parties, also referred to as "Defendants," are the original defendants. **It is important to remember that some of the PCJV USA Parties are also "Counterclaimants" asserting claims against the SPAVI Parties.**

As a result, their roles in this case are not limited to that of a defendant.

IT IS VERY IMPORTANT THAT YOU FOLLOW THE INSTRUCTIONS PROVIDED IN THIS VERDICT FORM. READ THEM CAREFULLY AND ENSURE YOUR VERDICT COMPLIES WITH THEM.

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"SPAVI Interantional" refers to SPAVI International USA, Inc.,¶
"PC International" refers to PC International PTE Ltd.; and¶

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Each claim or affirmative defense must be proven by

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Plaintiff's Claims**Section I. Liability****a. Federal Trademark Infringement and False Designation of Origin and Common Law and Statutory Unfair Competition Claims**

- 1) Do you find that Plaintiff proved by a preponderance of evidence that Cinco Corporation owned the U.S. trademarks.

Yes _____ No _____

If your answer to question 1 is YES, proceed to the next question.

If your answer is question 1 is NO, you are done with Section I(a), please proceed to Section I(c) (question 19).

- 2) Do you find that Plaintiff proved by a preponderance of evidence that Cinco Corporation's assignment to Plaintiff is valid:

Yes _____ No _____

If your answer to question 2 is YES, proceed to the next question.

If your answer is question 2 is NO, you are done with Section I(a), please proceed to Section I(c) (question 19).

- 3) Do you find that Defendants proved by clear and convincing evidence that Plaintiff did not acquire from Cinco Corporation the goodwill associated with the U.S. trademarks?

Yes _____ No _____

If your answer is question 3 is YES, you are done with Section I(a), please proceed to Section I(c) (question 19).

If your answer to question 3 is NO, proceed to the next question.

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1 4) Do you find that Defendants proved by a clear and convincing evidence
2 that before or after March 2022, either the trademark registrant or
3 trademark assignee did not exercise adequate control over the U.S.
4 trademarks?

5 Yes _____ No _____

6 If your answer is question 4 is YES, you are done with Section I(a).
7 please proceed to Section I(c) (question 19).

8 If your answer to question 4 is NO, proceed to the next question.

9 5) Do you find that Plaintiff proved by a preponderance of evidence that it
10 acquired from Cinco Corporation a right to terminate PCJV USA, LLC's
11 license to use the U.S. trademarks on May 31, 2024?

12 Yes _____ No _____

13 If your answer to question 5 is YES, proceed to the next question.

14 If your answer is question 5 is NO, you are done with Section I(a). please
15 proceed to Section I(c) (question 19).

16 6) Do you find that Defendants proved by a preponderance of evidence that
17 Plaintiff waived any right to terminate PCJV USA, LLC's license to use
18 the U.S. trademarks?

19 Yes _____ No _____

20 If your answer is question 6 is YES, you are done with Section I(a), please
21 proceed to Section I(c) (question 19).

22 If your answer to question 6 is NO, proceed to the next question.

23 7) Do you find that Plaintiff proved by a preponderance of evidence that any
24 of the Defendants were unjustly enriched after May 31, 2024 by
25 continuing to use the U.S. trademarks without Plaintiff's consent?
26

27 Yes _____ No _____
28

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If your answer to question 7 is YES, proceed to the next question.

If your answer to question 7 is NO, you are done with Section I(a). please proceed to Section I(c) (question 19).

8) Did Defendants prove by a preponderance of evidence that Plaintiff was equally responsible for illegal, fraudulent or inequitable conduct resulting in unjust enrichment and that Plaintiff was not economically pressured to engage in such conduct?

Yes _____ No _____

If your answer to question 8 is YES, you are done with Section I(a). please proceed to Section I(c) (question 19).

If your answer to question 8 is NO, proceed to the next question.

9) Do you find that Plaintiff proved by a preponderance of the evidence that Defendant Guy Koren is personally liable for the other Defendants' unlicensed use of the U.S. trademarks after May 31, 2024?

If your answer to question 9 is YES, proceed to the next question.

If your answer to question 9 is NO, then as to Defendant Guy Koren you are done with Section I(a). Please proceed to answer question 10 as to the other Defendants only.

10) Do you find that Plaintiff proved by a preponderance of evidence that any of the following Defendants willfully infringed Plaintiff's trademark registrations?

PCJV USA, LLC Yes _____ No _____

PCI Trading, LLC Yes _____ No _____

Guy Koren (only if answer 9 was YES) Yes _____ No _____

Potato Corner LA Group Yes _____ No _____

NKM Capital Group, LLC Yes _____ No _____

J & K Americana, LLC Yes _____ No _____

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SECOND AMENDED PROPOSED VERDICT FORM

CASE NO. 2:24-CV-04546-SB(AGRX)

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J & K Lakewood, LLC	_____	Yes	_____	No
J & K Valley Fair, LLC	_____	Yes	_____	No
J & K Ontario, LLC	_____	Yes	_____	No
GK Cerritos, LLC	_____	Yes	_____	No

Please proceed to Section 1(b).

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b. Contributory Infringement

If your answer to question 8 was NO, please answer the following question. If your answer to question 8 was YES, you are done with Section I(b), please proceed to Section I(c) (question 19).

11) Do you find that Plaintiff proved by the preponderance of evidence that any of the following Defendants are liable for contributory infringement? If your answer to question 9 was YES, then answer question 11 as to all Defendants. *If your answer to question 9 was NO, then skip this question as to Defendant Guy Koren and only answer this question as to whether any other Defendant is liable for contributory infringement.*

	<u>Yes</u>	<u>No</u>
<u>PCJV USA, LLC</u>		
<u>PCI Trading, LLC</u>		
<u>Guy Koren (only if answer 10 was yes)</u>		
Potato Corner LA Group	<input type="checkbox"/> Yes	<input type="checkbox"/> No
NKM Capital Group, LLC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
J & K Americana, LLC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
J & K Lakewood, LLC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
J & K Valley Fair, LLC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
J & K Ontario, LLC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
GK Cerritos, LLC	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please proceed to Section I(c).

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¶ PCJV USA, LLC
¶ PCJV USA, LLC ... [27]

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c. Quantum Meruit

If your answer to question 8 was NO, please answer the following question. If your answer to question 8 was YES, you are done with Section I(c), please proceed to Section I(d) (question 19).

12) Do you find that Plaintiff proved by the preponderance of evidence that between March 2022 and May 31, 2024, any of the Defendants requested, by words or conduct, that Plaintiff perform services for the benefit of Defendants?

Yes _____ No _____

If your answer to question 12 is YES, proceed to the next question.

If your answer to question 12 is NO, then you are finished with Section I(c) and skip to Section I(d) (question 19).

13) Do you find that Plaintiff proved by a preponderance of the evidence that Plaintiff performed the services as requested?

Yes _____ No _____

If your answer to question 13 is YES, proceed to the next question.

If your answer to question 13 is NO, then you are finished with Section I(c) and skip to Section I(d) (question 19).

14) Do you find that Plaintiff proved by a preponderance of the evidence that the requesting Defendant(s) did not provide value to Plaintiff for the services performed?

Yes _____ No _____

If your answer to question 14 is YES, proceed to the next question.

If your answer to question 14 is NO, then you are finished with Section I(c) and skip to Section I(d) (question 19).

15) Do you find that Plaintiff proved by a preponderance of evidence the reasonable value of the services that were performed between March 2022 and May 31, 2024?

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Yes No

If your answer to question 15 is YES, proceed to the next question.

If your answer to question 15 is NO, then you are finished with Section I(c) and skip to Section I(d) (question 19).

16) Do you find that Defendants proved by a preponderance of evidence that Plaintiff waived the right to recover for quantum meruit?

Yes No

If your answer to question 16 is YES, then you are finished with Section I(c) and skip to Section I(d) (question 19).

If your answer to question 16 is NO, proceed to the next question.

17) Do you find that Plaintiff proved by a preponderance of the evidence that Defendant Guy Koren requested services that Plaintiff performed for his personal benefit between March 31, 2022 and May 31, 2024?

If your answer to question 17 is YES, proceed to the next question.

If your answer to question 17 is NO, then as to Defendant Guy Koren you are done with Section I(b). Please proceed to answer question 18 as to the other Defendants only.

18) of the Defendants, if any, should have to pay quantum meruit?

	<u>Yes</u>	<u>No</u>
PCJV USA, LLC	<u>Yes</u>	<u>No</u>
PCI Trading, LLC	<u>Yes</u>	<u>No</u>
Guy Koren (only if answer 17 is Yes)	<u>Yes</u>	<u>No</u>
Potato Corner LA Group	<u>Yes</u>	<u>No</u>
NKM Capital Group, LLC	<u>Yes</u>	<u>No</u>
J & K Americana, LLC	<u>Yes</u>	<u>No</u>
J & K Lakewood, LLC	<u>Yes</u>	<u>No</u>

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2	J & K Ontario, LLC	_____ Yes _____ No	
3	GK Cerritos, LLC	_____ Yes _____ No	
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d. Trade Secret Misappropriation

19) Do you find that Plaintiff proved by a preponderance of the evidence that it is the owner of trade secret information?

Yes _____ No _____

If your answer to question 19 is YES, proceed to the next question.

If your answer to question 19 is NO, then you are finished with Section I(c) and skip to Section II.

20) Do you find that Plaintiff proved by a preponderance of the evidence that the information were secret at the time of the alleged misappropriation?

Yes _____ No _____

If your answer to question 20 is YES, proceed to the next question.

If your answer to question 20 is NO, then you are finished with Section I(c) and skip to Section II.

21) Do you find that Plaintiff proved by a preponderance of the evidence that the information had actual or potential independent economic value because it was secret?

Yes _____ No _____

If your answer to question 21 is YES, proceed to the next question.

If your answer to question 21 is NO, then you are finished with Section I(c) and skip to Section II.

22) Do you find that Plaintiff proved by a preponderance of the evidence that reasonable efforts were made under the circumstances to keep the information secret?

Yes _____ No _____

If your answer to question 22 is YES, proceed to the next question.

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If your answer to question 22 is NO, then you are finished with Section I(c) and skip to Section II.

23) Do you find that Defendants proved by a preponderance of the evidence that the information was readily ascertainable by proper means when it was acquired?

Yes No

If your answer to question 23 is NO, then you are finished with Section I(c) and skip to Section II.

If your answer to question 23 is YES, proceed to the next question.

24) Do you find that Plaintiff proved by a preponderance of the evidence that Defendants acquired the information by improper means?

Yes No

If your answer to question 24 is YES, proceed to the next question.

If your answer to question 24 is NO, then you are finished with Section I(c) and skip to Section II.

25) Do you find that Defendants proved by a preponderance of evidence that either Cinco Corporation or Plaintiff waived any right to claim misappropriation of trade secrets?

Yes No

If your answer to question 25 is YES, then you are finished with Section I(c) and skip to Section II.

If your answer to question 25 is NO, proceed to the next question.

26) Do you find that Plaintiff proved by a preponderance of the evidence that Defendants' acquisition of trade secret information was a substantial factor in causing Plaintiff harm?

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Yes _____ No _____

If your answer to question 26 is YES, proceed to the next question.

If your answer to question 26 is NO, then you are finished with Section I(c) and skip to Section II.

27) Do you find that Defendants proved by a preponderance of evidence that Plaintiff was equally responsible for illegal, fraudulent or inequitable conduct resulting in unjust enrichment and that Plaintiff was not economically pressured to engage in such conduct?

Yes _____ No _____

If your answer to question 27 is YES, you are done with Section I(c), please proceed to Section II.

If your answer to question 27 is NO, proceed to the next question.

28) Do you find that Defendants proved by a preponderance of evidence that Plaintiff did not file a claim for misappropriation of trade secrets within four years after Plaintiff or Cinco Corporation knew or should have known of Defendants' alleged misappropriation of trade secrets?

Yes _____ No _____

If your answer to question 28 is YES, you are done with Section I(c), please proceed to Section II.

If your answer to question 28 is NO, proceed to the next question.

29) Do you find that Plaintiff proved by a preponderance of the evidence that Defendant Guy Koren is personally liable for misappropriating of Plaintiff's trade secrets?

If your answer to question 29 is YES, proceed to the next question.

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Yes No

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If your answer to question 29 is NO, then as to Defendant Guy Koren you are done with Section I(c). Please proceed to answer question 30 as to the other Defendants only.

30) Which of the Defendants, if any, are liable for misappropriation of trade secrets?

	Yes	No
PCJV USA, LLC	<input type="checkbox"/>	<input type="checkbox"/>
PCI Trading, LLC	<input type="checkbox"/>	<input type="checkbox"/>
Guy Koren (only if answer 29 is Yes)	<input type="checkbox"/>	<input type="checkbox"/>
Potato Corner LA Group	<input type="checkbox"/> Yes	<input type="checkbox"/> No
NKM Capital Group, LLC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
J & K Americana, LLC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
J & K Lakewood, LLC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
J & K Valley Fair, LLC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
J & K Ontario, LLC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
GK Cerritos, LLC	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Proceed to Section II.

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CASE NO. 2:24-CV-04546-SB(AGRX)

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PCJV USA, LLC
PCJV USA, LLC

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Deleted: <#> (Trademark Infringement)¶

¶
If you found for Plaintiff on its claims for federal trademark infringement, do you find for Plaintiff against any of the following Defendants for federal contributory trademark infringement?¶

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Plaintiff's Claims

Section II: Monetary Recovery

STOP! PLEASE READ CAREFULLY BEFORE PROCEEDING!

If you find that Defendants are **NOT** liable on Plaintiff's claims by reason of your answers to questions in Sections I(a)-(c), then your deliberation as to Plaintiff's claims are complete and you should skip to Section III. You do not consider monetary relief for Plaintiff any further. You are to disregard the questions in this Section II and skip to Section III.

Conversely, if you find that Plaintiff has proven one or more of its claim(s) in Section I by a preponderance of the evidence and that one or more Defendants are liable for one or more of Plaintiff's claim(s) and that Plaintiff is entitled to monetary recovery, then you must consider the issue of monetary recovery – if any – to award to Plaintiff.

You must remember that in calculating damages, Plaintiff is only entitled to be compensated **once** for any harm or loss it actually suffered even if there is liability on more than one claim or as to more than one Defendant.

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Section II(A)Federal Trademark Infringement and False Designation of Origin and Common Law and Statutory Unfair Competition Claims

31) Were you asked to answer and, if so, did you answer “YES” to question 8 in Section I(a) “Federal Trademark Infringement and False Designation of Origin and Common Law and Statutory Unfair Competition Claims”?

Yes _____ No _____

If your answer to question 31 is YES, you are done with Section II(A), please proceed to Section III.

If your answer to question 31 is NO, proceed to the next question.

32) What amount of each Defendant’s profits after May 31, 2024, if any, were attributable to its unlicensed use of the U.S. trademarks? As a reminder, your award of unjust enrichment damages, if any, should include only a Defendant’s profits attributable to the Defendant’s use of the U.S. trademarks after May 31, 2024. Moreover, you must deduct a Defendant’s costs or expenses from any such award. If you find that the only reasonably certain amount of damages attributable to a Defendant’s unlicensed use the U.S. trademarks after deducting costs or expenses does not exceed one dollar (\$1.00), you may award one dollar (\$1.00) in damages against that Defendant.

PCJV USA, LLC	\$ _____
PCI Trading LLC	\$ _____
Potato Corner LA Group, LLC	\$ _____
GK Capital Group, LLC	\$ _____
NKM Capital Group, LLC	\$ _____
Guy Koren (only if you answered question 9 “YES”)	\$ _____
J & K Americana, LLC	\$ _____
J&K Lakewood, LLC	\$ _____
J&K Oakridge, LLC	\$ _____
J&K Valley Fair, LLC	\$ _____

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<u>1</u>	J & K Ontario, LLC	\$
<u>2</u>	J&K PC Trucks, LLC	\$
<u>3</u>	HLK Milpitas, LLC	\$
<u>4</u>	GK Cerritos, LLC	\$
<u>5</u>		
<u>6</u>	<i>Please proceed to Section II(B).</i>	
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Section II(B)

Quantum Meruit

33) Were you asked to answer and, if so, did you answer "YES" to question 8 in Section I(a) "Federal Trademark Infringement and False Designation of Origin and Common Law and Statutory Unfair Competition Claims"?

Yes _____ No _____

If your answer is question 33 is YES, you are done with Section II(A), please proceed to Section II(C).

If your answer to question 33 is NO, proceed to the next question.

34) Were you asked to answer and, if so, did you answer "YES" to question 16 in Section I(b) "Quantum Meruit?"

Yes _____ No _____

If your answer is question 34 is YES, you are done with Section II(A), please proceed to Section II(C).

If your answer to question 34 is NO, proceed to the next question.

35) Which of the Defendants requested services from Plaintiff that Plaintiff performed but did not receive value for from that Defendant? *As to Defendant Guy Koren, the answer to this question should be the same as your answer to question 17.*

	Yes	No
PCJV USA, LLC	_____	_____
PCI Trading, LLC	_____	_____
Guy Koren (only if answer 17 is Yes)	_____	_____
Potato Corner LA Group	_____	_____
NKM Capital Group, LLC	_____	_____
J & K Americana, LLC	_____	_____

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Do you find that any of the following Defendants' federal contributory trademark infringement was willful? ¶

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... [34]

Yes _____ No _____

... [35]

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1 J & K Lakewood, LLC Yes No
2 J & K Valley Fair, LLC Yes No
3 J & K Ontario, LLC Yes No
4 GK Cerritos, LLC Yes No

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6 36) For each Defendant you indicated requested services from Plaintiff but for
7 only the Defendants that requested services from Plaintiff between March
8 2022 and May 31, 2024, and to whom Plaintiff performed the requested
9 services, what is the reasonable value that the Defendant should have to
10 pay to Plaintiff for the services that Defendant requested, which Plaintiff
11 performed but the Defendant did not provide value for?

11 PCJV USA, LLC \$
12 PCI Trading LLC \$
13 Potato Corner LA Group, LLC \$
14 GK Capital Group, LLC \$
15 NKM Capital Group, LLC \$
16 Guy Koren (only if you answered question 17 "YES") \$
17 J & K Americana, LLC \$
18 J&K Lakewood, LLC \$
19 J&K Oakridge, LLC \$
20 J&K Valley Fair, LLC \$
21 J & K Ontario, LLC \$
22 J&K PC Trucks, LLC \$
23 HLK Milpitas, LLC \$
24 GK Cerritos, LLC \$

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25 Please proceed to Section II(C).
26
27
28

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Section II(C)Trade Secret Misappropriation

37) Were you asked to answer and, if so, did you answer "YES" to question 28 in Section I(a) "Trade Secret Misappropriation"?

Yes _____ No _____

If your answer to question 33 is YES, you are done with Section II(C), please proceed to Section III.

If your answer to question 33 is NO, proceed to the next question.

38) Which of the Defendants misappropriated trade secrets of Plaintiff? As to Defendant Guy Koren, the answer to this question should be the same as your answer to question 29.

	Yes	No
PCJV USA, LLC	_____	_____
PCI Trading, LLC	_____ Yes	_____ No
Guy Koren (only if answer 29 is Yes)	_____ Yes	_____ No
Potato Corner LA Group	_____ Yes	_____ No
NKM Capital Group, LLC	_____ Yes	_____ No
J & K Americana, LLC	_____ Yes	_____ No
J & K Lakewood, LLC	_____ Yes	_____ No
J & K Valley Fair, LLC	_____ Yes	_____ No
J & K Ontario, LLC	_____ Yes	_____ No
GK Cerritos, LLC	_____ Yes	_____ No

39) For each Defendant but only the Defendants that misappropriated a trade secret, what is the amount of money necessary to pay Plaintiff to avoid unjust enrichment to that Defendant?

PCJV USA, LLC	\$ _____
PCI Trading LLC	\$ _____

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... [37]

Yes _____ No _____

... [38]

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¶ PCJV USA, LLC

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¶

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¶ On Plaintiff's claim for unfair competition, do you find for Plaintiff against any of the following Defendants?¶

¶ PCJV USA, LLC

... [40]

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¶ PCJV USA, LLC

¶ PCJV USA, LLC

... [41]

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1	Potato Corner LA Group, LLC	\$
2	GK Capital Group, LLC	\$
3	NKM Capital Group, LLC	\$
4	Guy Koren (only if you answered question 29 "YES")	\$
5	J & K Americana, LLC	\$
6	J&K Lakewood, LLC	\$
7	J&K Oakridge, LLC	\$
8	J&K Valley Fair, LLC	\$
9	J & K Ontario, LLC	\$
10	J&K PC Trucks, LLC	\$
11	HLK Milpitas, LLC	\$
12	GK Cerritos, LLC	\$

13
14 Please proceed to Section III.

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YES ____ NO ____

If you answered "No", proceed to the next Question. If you answered "Yes", proceed to Question 22. ¶

Did Plaintiff prove the reasonable value of what it received sufficient to recover for quantum meruit? ¶
YES ____ NO ____

Deleted: <#>Did Plaintiff prove that it is the owner of trade secret information? ¶
YES ____ NO ____

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If your answer to question 1 is YES, proceed to the next question. ¶ ... [42]

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The PCVJ USA Parties' Counterclaims**Section III: Liability & Damages****A. Inducing Breach of Contract**

1. Do you find that Counterclaimants proved by a preponderance of evidence that there was a contract between any one of the PCJV USA Parties and any one of Cinco Corporation and its affiliates?

Yes ____ No ____

If your answer to question 1 is NO, then skip to Section III(B).

If your answer to question 1 is YES, proceed to the next question.

2. Do you find that Counterclaimants proved by a preponderance of evidence that Plaintiff knew of the contract?

Yes ____ No ____

If your answer to question 2 is NO, then skip to Section III(B).

If your answer to question 2 is YES, proceed to the next question.

3. Do you find that Counterclaimants proved by a preponderance of evidence that Plaintiff intended to cause any one of Cinco Corporation or its affiliates to breach the contract?

Yes ____ No ____

If your answer to question 3 is NO, then skip to Section III(B).

If your answer to question 3 is YES, proceed to the next question.

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2009 NKM License Agreement? Yes ____ No ____¶
Joint Venture Agreement? Yes ____ No ____¶
Amended Joint Venture Agreement?

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Other Agreement (describe): _____¶

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1 7. Do you find that Counterclaimants proved by a preponderance of
2 evidence that Plaintiff engaged in the conduct with malice, oppression, or
3 fraud?

4 Yes ____ No ____

5
6 *If your answer to question 7 is NO, then skip to Section III(B).*

7 *If your answer to question 7 is YES, proceed to question 8.*

8
9 8. State the total amount of punitive damages to be assessed against
10 Plaintiff:

11 \$ _____

12
13 *Proceed to Section III(B).*

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that was breached

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Section III: Liability & Damages

B. Intentional Interference with Contractual Relations

1. Do you find that Counterclaimants proved by a preponderance of evidence that there was a contract between any one of the PCJV USA Parties and any one of Cinco Corporation and its affiliates, or PCJV USA Parties' franchisees, suppliers, or vendors?

Yes No

If your answer to question 1 is NO, then skip to Section III(C).

If your answer to question 1 is YES, proceed to question 2.

2. Do you find that Counterclaimants proved by a preponderance of evidence that Plaintiff knew of the contract?

Yes No

If your answer to question 2 is NO, then skip to Section III(C).

If your answer to question 2 is YES, proceed to question 3.

3. Do you find that Counterclaimants proved by a preponderance of evidence that Plaintiff's conduct prevented performance or made performance more expensive or difficult?

Yes No

If your answer to question 3 is NO, then skip to Section III(C).

If your answer to question 3 is YES, proceed to question 4.

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4. Do you find that Counterclaimants proved by a preponderance of evidence that Plaintiff intended to disrupt the performance of this contract or know that disruption of performance was certain or substantially certain to occur?

Yes ____ No ____

If your answer to question 4 is NO, then skip to Section III(C).

If your answer to question 4 is YES, proceed to question 5.

5. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI's conduct was a substantial factor in causing harm to any one of the PCJV USA Parties?

Yes ____ No ____

If your answer to question 5 is NO, then skip to Section III(C).

If your answer to question 5 is YES, proceed to question 6.

6. What are the PCJV USA Parties' damages?

Past Economic Damages: \$ _____

Future Economic Damages: \$ _____

TOTAL: \$ _____

Proceed to question 7.

7. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI engaged in the conduct with malice, oppression, or fraud?

Yes ____ No ____

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¶
(a) waived their right to claim they were damaged as a result of the actions of SPAVI?¶
Yes ____ No ____¶

¶
(b) consented to the actions of SPAVI?¶
Yes ____ No ____¶

¶
(c) are estopped from pursuing this claim against SPA ... [52]

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If your answer to question 7 is NO, then skip to Section III(C).

If your answer to question 7 is YES, proceed to question 8.

8. State the total amount of punitive damages to be assessed against SPAVI:

\$ _____

Proceed to Section III(C).

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Section III: Liability & Damages

C. Intentional Interference with Prospective Economic Relations

1. Do you find that Counterclaimants proved by a preponderance of evidence that any one of the PCJV USA Parties and any one of its suppliers have an economic relationship that probably would have resulted in an economic benefit to any one of the PCJV USA Parties?

Yes ____ No ____

If your answer to question 1 is NO, then skip to Section III(D).

If your answer to question 1 is YES, proceed to question 2.

2. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI knew of the relationship?

Yes ____ No ____

If your answer to question 2 is NO, then skip to Section III(D).

If your answer to question 2 is YES, proceed to question 3.

3. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI engaged in conduct to interfere with that relationship?

Yes ____ No ____

If your answer to question 3 is NO, then skip to Section III(D).

If your answer to question 3 is YES, proceed to question 4.

4. Do you find that Counterclaimants proved by a preponderance of evidence that by engaging in this conduct, SPAVI intended to disrupt the

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relationship or knew that disruption of the relationship was certain or substantially certain to occur?

Yes ____ No ____

If your answer to question 4 is NO, then skip to Section III(D).

If your answer to question 4 is YES, proceed to question 5.

5. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI engaged in wrongful conduct in interfering with the PCJV USA Parties' relationships?

Yes ____ No ____

If your answer to question 5 is NO, then skip to Section III(D).

If your answer to question 5 is YES, proceed to question 6.

6. Do you find that Counterclaimants proved by a preponderance of evidence that the relationship was disrupted?

Yes ____ No ____

If your answer to question 6 is NO, then skip to Section III(D).

If your answer to question 6 is YES, proceed to question 7.

7. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI's conduct was a substantial factor in causing harm to any one of the PCJV USA Parties?

Yes ____ No ____

If your answer to question 7 is NO, then skip to Section III(D).

If your answer to question 7 is YES, proceed to question 8.

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Do you find that

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Yes ____ No ____

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(a) waived their right to claim they were damaged as a result of the actions

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Yes ____ No ____

(b) consented to the actions of SPAVI?

Yes ____ No ____

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2 8. What are the PCJV USA Parties' damages?

3 Past Economic Damages: \$

4 Future Economic Damages: \$

5 TOTAL: \$

6
7 Proceed to question 8.

8
9 9. Do you find that Counterclaimants proved by a preponderance of
10 evidence that SPAVI engaged in the conduct with malice, oppression, or
11 fraud?

12 Yes No

13
14 Proceed to question 10.

15 10. State the total amount of punitive damages to be assessed against SPAVI:

16
17 \$

18
19 Proceed to Section III(D).

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Section III: Liability & Damages

D. Negligent Interference with Prospective Economic Relations

1. Do you find that Counterclaimants proved by a preponderance of evidence that any one of the PCJV USA Parties and any one of its suppliers have an economic relationship that probably would have resulted in an economic benefit to any one of the PCJV USA Parties?

Yes _____ No _____

If your answer to question 1 is NO, then skip to Section III(E).

If your answer to question 1 is YES, proceed to question 2.

2. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI knew or should it have known of the relationship?

Yes _____ No _____

If your answer to question 2 is NO, then skip to Section III(E).

If your answer to question 2 is YES, proceed to question 3.

3. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI knew or should it have known that this relationship would be disrupted if it failed to act with reasonable care?

Yes _____ No _____

If your answer to question 3 is NO, then skip to Section III(E).

If your answer to question 3 is YES, proceed to question 4.

4. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI failed to act with reasonable care?

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¶ Please specify which of the PCJV USA Parties was injured if you answered Yes: _____

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Yes _____ No _____

If your answer to question 4 is NO, then skip to Section III(E).

If your answer to question 4 is YES, proceed to question 5.

5. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI engaged in wrongful conduct in interfering with the PCJV USA Parties' relationships?

Yes _____ No _____

If your answer to question 5 is NO, then skip to Section III(E).

If your answer to question 5 is YES, proceed to question 6.

6. Do you find that Counterclaimants proved by a preponderance of evidence that the relationship disrupted?

Yes _____ No _____

If your answer to question 6 is NO, then skip to Section III(E).

If your answer to question 6 is YES, proceed to question 7.

7. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI's wrongful conduct was a substantial factor in causing harm to the PCJV USA Parties?

Yes _____ No _____

If your answer to question 7 is NO, then skip to Section III(E).

If your answer to question 7 is YES, proceed to question 8.

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8. What are the PCJV USA Parties' damages?

Past Economic Damages: \$ _____

Future Economic Damages: \$ _____

TOTAL: \$ _____

Proceed to question 9.

9. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI engaged in the conduct with malice, oppression, or fraud?

Yes _____ No _____

If your answer to question 9 is NO, then skip to Section III(E).

If your answer to question 9 is YES, proceed to question 10.

10. State the total amount of punitive damages to be assessed against SPAVI:

\$ _____

Proceed to Section III(E).

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Section III: Liability & Damages

E. Aiding and Abetting Torts

1. Do you find that Counterclaimants proved by a preponderance of evidence that any one of Cinco Corporation and its affiliates breach fiduciary duties or other duties owed to the PCJV USA Parties or otherwise defraud the PCJV USA Parties?

Yes ____ No ____

If your answer to question 1 is NO, then skip to Section III(F).

If your answer to question 1 is YES, proceed to question 2.

2. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI gave substantial assistance or encouragement to any one of Cinco and its affiliates?

Yes ____ No ____

If your answer to question 2 is NO, then skip to Section III(F).

If your answer to question 2 is YES, proceed to question 3.

3. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI's conduct was a substantial factor in causing harm to any one of the PCJV USA Parties?

Yes ____ No ____

If your answer to question 3 is NO, then skip to Section III(F).

If your answer to question 3 is YES, proceed to question 4.

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Do you find that Counterclaimants

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If your answer to question 41 is YES, proceed to question 4.¶

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Do you find that Counterclaimants

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Yes ____ No ____

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If your answer to question 43 is YES, proceed to question 44.

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If your answer to question 44 is YES, proceed to question 45.

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4. What are the PCJV USA Parties' damages?

Past Economic Damages: \$ _____

Future Economic Damages: \$ _____

TOTAL: \$ _____

Proceed to question 5.

5. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI engaged in the conduct with malice, oppression, or fraud?

Yes No

If your answer to question 3 is NO, then skip to Section III(F).

If your answer to question 3 is YES, proceed to question 6.

6. State the total amount of punitive damages to be assessed against SPAVI:

\$ _____

Proceed to Section III(F)

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Specify injured Counterclaimant and for each, identify:

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Section III: Liability & Damages**F. Breach of Fiduciary Duty**

1. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI or Cinco Corporation owed any one of the PCJV parties a fiduciary duty?

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 1 is NO, then skip to Section III(G).

If your answer to question 1 is YES, proceed to question 2.

2. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI or Cinco Corporation breached a fiduciary duty?

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 2 is NO, then skip to Section III(G).

If your answer to question 2 is YES, proceed to question 3.

3. Do you find that Counterclaimants proved by a preponderance of evidence that the breach of fiduciary duty by SPAVI or Cinco Corporation was a substantial factor in causing harm to the PCJV USA Parties?

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 3 is NO, then skip to Section III(G).

If your answer to question 3 is YES, proceed to question 4.

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If your answer to

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¶ Yes _____ No _____ ¶

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Deleted: the previous question is NO, proceed to the next question.¶

Do you find that SPAVI and Cinco proved that the

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Deleted: them.¶

(a) waived their right to claim they were damaged as a result of the alleged acts of SPAVI or Cinco?¶

Yes _____ No _____ ¶

(b) consented to the actions of SPAVI or Cinco?¶

Yes _____ No _____ ¶

(c) are estopped from pursuing this claim against SPAVI or Cinco?¶

Yes _____ No _____ ¶

(d) have unclean hands and thus cannot recover against SPAVI or Cinco?¶

Yes _____ No _____ ¶

Or (e) waited too long to pursue this claim under the d... [61]

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4. What are the PCJV USA Parties' damages?

Past Economic Damages: \$ _____

Future Economic Damages: \$ _____

TOTAL: \$ _____

Proceed to question 5.

5. Did SPAVI or Cinco Corporation engage in the conduct with malice, oppression, or fraud?

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 5 is NO, then skip to Section III(G).

If your answer to question 5 is YES, proceed to question 6.

6. State the total amount of punitive damages to be assessed:

Against SPAVI \$ _____

Against Cinco Corporation \$ _____

Proceed to Section III(G)

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Section III: Liability & Damages

G. Breach of Contract

1. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI or Cinco Corporation entered into a contract with any one of the PCJV USA Parties?

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 1 is NO, then skip to Section III(H).

If your answer to question 1 is YES, proceed to question 2.

2. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI or Cinco Corporation did something that the contract prohibited or failed to do something that the contract required?

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 2 is NO, then skip to Section III(H).

If your answer to question 2 is YES, proceed to question 3.

3. Do you find that Counterclaimants proved by a preponderance of evidence that any one of the PCJV USA Parties was harmed by SPAVI's or Cinco Corporation's breach of contract?

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 3 is NO, then skip to Section III(H).

If your answer to question 3 is YES, proceed to question 4.

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¶Cinco: _____¶

¶SPAVI: _____¶

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If your answer to

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Do you find that

Deleted: As to SPAVI: _____ YES _____ NO¶

As to Cinco Corporation: _____ YES _____ NO¶

Deleted: 62 is NO, then skip to Section III(H). ¶

If your answer to question 62 is YES, proceed to question 63.¶

Do you find that Counterclaimants proved that Counterclaimants performed all obligations and duties, and otherwise complied with the contract or were otherwise excused from doing so? ¶

As to SPAVI: _____ YES _____ NO¶

As to Cinco Corporation: _____ YES _____ NO¶

If your answer to question 63 is NO, then skip to Section III(H).

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4. What are the PCJV USA Parties' damages?

Past Economic Damages: \$ _____

Future Economic Damages: \$ _____

_ TOTAL: \$ _____

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Section III: Liability & Damages

H. Breach of the Implied Covenant of Good Faith and Fair Dealing

1. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI or Cinco Corporation entered into a contract with any one of the PCJV USA Parties?

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 1 is NO, then skip to Section III(I).

If your answer to question 1 is YES, proceed to question 2.

2. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI or Cinco Corporation prevented any one of the PCJV USA Parties from receiving the benefits under the contract?

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 2 is NO, then skip to Section III(I).

If your answer to question 2 is YES, proceed to question 3.

3. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI or Cinco Corporation failed to act fairly and in good faith?

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 3 is NO, then skip to Section III(I).

If your answer to question 3 is YES, proceed to question 4.

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4. Do you find that Counterclaimants proved by a preponderance of evidence that any one of the PCJV USA Parties was harmed by SPAVI's or Cinco Corporation's conduct?

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 4 is NO, then skip to Section III(I).

If your answer to question 4 is YES, proceed to question 5.

5. What are the PCJV USA Parties' damages?

Past Economic Damages: \$ _____

Future Economic Damages: \$ _____

TOTAL: \$ _____

Proceed to question 6.

6. Do you find that Counterclaimants proved by a preponderance of evidence that SPAVI or Cinco Corporation engaged in the conduct with malice, oppression, or fraud?

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 6 is NO, then skip to Section III(I).

If your answer to question 6 is YES, proceed to question 7.

7. State the total amount of punitive damages to be assessed:

Against SPAVI \$ _____

Against Cinco Corporation \$ _____

Proceed to Section III(I)

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Section III: Liability & Damages

I. Quantum Meruit

1. Do you find that Counterclaimants proved by a preponderance of evidence that the SPAVI Parties or Cinco Corporation requested, by words or conduct, that any of the PCJV USA Parties perform services for the benefit of SPAVI?

Yes ____ No ____

If your answer to question 1 is NO, then skip to Final Page of the Jury Verdict Form.

If your answer to question 1 is YES, proceed to question 2.

2. Do you find that Counterclaimants proved by a preponderance of evidence that they performed the services as requested?

Yes ____ No ____

If your answer to question 1 is NO, then skip to Final Page of the Jury Verdict Form.

If your answer to question 1 is YES, proceed to question 3.

3. Do you find that Counterclaimants proved by a preponderance of the evidence that SPAVI Parties or Cinco Corporation did not provide value to Plaintiff for the services performed?

Yes ____ No ____

If your answer to question 1 is NO, then skip to Final Page of the Jury Verdict Form.

If your answer to question 1 is YES, proceed to question 4.

4. Should the SPAVI Parties or Cinco Corporation have to pay the PCJV USA Parties for the value the PCJV USA Parties created, developed, or added to the Potato Corner Intellectual Property?

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As to SPAVI Parties: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 4 is NO, then skip to Final Page of the Jury Verdict Form.

If your answer to question 4 is YES, proceed to question 5.

5. What is the reasonable value that the SPAVI Parties or Cinco Corporation should have to pay to the PCJV USA Parties for the value the PCJV USA Parties created, developed, or added to the Potato Corner Intellectual Property?

Against SPAVI parties: \$ _____

Against Cinco Corporation: \$ _____

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FINAL PAGE OF THE JURY VERDICT FORM

The Jury Foreperson should sign and date the Verdict Form below and return it to the Court.

Signed this day of , _____ 2025.

Signature of the Jury Foreperson

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CERTIFICATE OF SERVICE

The undersigned certifies that, on August 18, 2025, the foregoing document was electronically filed with the Clerk of the Court for the United States District Court, Central District of California, using the Court's ECF filing system. I further certify that all counsel for all parties to this action are registered CM/ECF user and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: August 18, 2025

FOX ROTHSCHILD LLP

/s/ Michael D. Murphy

Michael D. Murphy
Attorneys for Plaintiff and Counterclaim
Defendant SHAKEY'S PIZZA ASIA
VENTURES, INC. and Third-Party
Defendants CINCO CORPORATION,
PC INTERNATIONAL PTE LTD., and
SPAVI INTERNATIONAL USA, INC.

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